ILLUMINATION

TERMS AND CONDITIONS OF SALE

GENERAL

Conditions of Sale:

These Terms and Conditions of sales ("Agreement") shall apply to all sales of products by LF Illumination. As used in these Terms and Conditions of Sale, "we" and "our" shall refer to LF Illumination.

Unless otherwise specifically agreed in writing by an authorized representative of LF Illumination, any different or additional terms and conditions proposed by any customer in a purchase order, response to a quotation, or other proposal are hereby rejected by LF Illumination and shall not be incorporated into the agreement for sale of LF Illumination products. Customer's assent to these Terms and Conditions of Sale shall be conclusively presumed from customer's ordering products quoted by LF Illumination, and/or customer's acceptance of all or part of any products order. If LF Illumination is found to have acknowledged customer's order or proposal, and such acknowledgement constitutes an acceptance of an offer, such acceptance is expressly made conditional on customer's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgement, and acceptance by customer of any products shall be deemed to constitute such assent. If any quotation or other document of LF Illumination is deemed to constitute an offer to the customer, customer's acceptance of such offer is limited to these Terms and Conditions of Sale.

Tariffs & Duties
We reserve the right to adjust pricing if there is a change in tariff rates after the quote or order is issued. Tariff amounts may increase or decrease. We will request that purchase orders (POs) be updated prior to production to reflect any applicable tariffs or duties, ensuring up to date invoicing and shipment.

Quotes
Pricing is based on tariff rates at time of quote. In the event of tariff increases or decreases imposed after the date of a quote, we reserve the right to adjust the tariff-related portion of the pricing accordingly.

Open Orders
All open orders will be processed based on tariff rates at the time of order. Should new or adjusted tariffs be imposed prior to shipment that materially affect our costs, we reserve the right to update the tariff-related portion of the pricing. These changes—whether increases or decreases—will be communicated prior to fulfillment.

TERMS

Terms of Payment:

Invoices will be paid on NET30 day basis.

A service charge of 1% per month will be charged by LF Illumination on any customer balance due at the end of the month following the month of billing.

Should it be necessary for LF Illumination to institute formal collection proceedings to collect any past-due amounts from customer, LF Illumination shall be entitled to recover its attorney's fees and other costs associated with the proceedings. Notwithstanding the acceptance of an order by LF Illumination, we reserve the right not to ship material to any customer not paying in accordance with our terms or who, in the sole opinion of LF Illumination, may be unable to meet its payment obligations to LF Illumination.

LF FREIGHT TERMS

Freight Terms:
Freight will be prepaid and allowed by LF Illumination on any order of standard LF Illumination products totaling $10,000 or more. Any partial release on orders totaling $10,000 or greater is subject to a 5% processing fee that is to be shipped within the limits of the continental United States. For partial shipments, the total of the partial shipment must be $10,000 or greater to qualify for free freight. Orders shipped to Alaska and Hawaii are shipped ExWorks and customer pays freight. All customers outside of the United States are responsible for any freight, import fees, duties, and applicable taxes, orders are shipped Exworks, Chatsworth, CA. Crating will be billed to customers if required.
Any purchase orders that include any of the following products, freight will be ExWorks LF Illumination, Chatsworth, CA. Customer pays freight:
EF Slot and Cove Systems, EN Systems, GlowSTX Linear and Round, Custom fixtures, Track over 8' long

When LF Illumination bears the cost of shipment, we reserve the right to ship all orders in one complete shipment. LF Illumination will not be responsible for storage charges or cartage charges beyond the destination address acknowledged by LF Illumination. All shipments will be made via carrier selected by shipper.

Upon receipt of goods, unpack and inspect shipment immediately. Note any BOL exceptions prior to signing. Claims for shortage and damage must be made within 72 hours of receipt.

Direct Shipments:
LF Illumination reserves the right to refuse the request of any distributor to make direct shipments of products to any destination outside the regular or assigned sales and service area of the distributor.

Merchandise and Claims Terms:

Unless otherwise noted, sales of LF Illumination products will be F.O.B. factory. Title to all products shall pass from LF Illumination to our customers upon execution of a bill of lading or tender of freight to carrier's agent or customer's agent, whichever shall first occur. When shipments of LF Illumination products are to be made via company truck, title to the products shall pass to our customers at time of delivery to the final destination or to the forwarding carrier. All claims for loss or damage in transit must be made by consignee to carrier within 30 days.

Date of Shipment:

Shipping dates are approximate and are based on conditions existing at the time of LF Illumination's receipt of customer's firm order and full information. LF Illumination will in good faith endeavor to ship by the estimated shipping date but it shall not be responsible for any delay or any damage arising therefrom. It is agreed that time if not of the essence.

Return Merchandise Terms:

No merchandise may be returned by customer without prior written authorization in the form of Return Materials Authorization (RMA) which has been issued by LF Illumination expressly for the merchandise to be returned. This RMA will be issued at the sole discretion of LF Illumination and must be requested by the customer within 30 days of the original shipment date. Except with respect to defective items, returned merchandise must be made in its original sealed cartons. No non-stocking special products, custom-made products, or outdated or modified versions of catalogued factory stocking items may be returned by customer. Except for products considered by LF Illumination to be defective in workmanship or materials, all returns will be subject to a minimum 25% handling and factory inspection charge, and a deduction will be made for the freight expense of the original shipment. Merchandise accepted for return must be shipped prepaid to the factory or other destination specified by LF Illumination.

Order Cancellation Terms:

LF Illumination will accept order cancellations from customers only if the cancellations are sent to LF Illumination in writing and received prior to shipment of the orders affected. Custom orders cannot be cancelled if components/fixtures are ordered. Verbal order cancellations will not be accepted. Cancellation charges shall be those costs incurred by LF Illumination including design and engineering, but not less than 10% of the value of an order. All costs for warehousing and freight on orders cancelled after shipment and/or refused at destination will be charged to the customer. LF Illumination reserves the right to impose on the customer an additional charge of 25% of the value of an order if the order is cancelled after it has been processed for shipment.

Pricing:

Pricing are subject to change without notice. LF Illumination will ship merchandise at prices prevailing at the time of shipment. Prices are exclusive of sales, use, excise, or similar taxes unless otherwise noted.

Specifications:

LF Illumination in no way, express or implied, accepts responsibility for voltage determination. LF Illumination shall not be responsible for quotations of prices or specifications concerning non-catalogued products unless LF Illumination confirms this to the customer in writing. Catalogued items are those listed in LF Illumination's catalogue and website. The dimensions of fixtures are subject to change without notice. Unless specifically agreed by LF Illumination in writing, we do not warrant compliance of our products with individual product specifications.

Change in Product Design:

LF Illumination reserves the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

Limited Warranty
THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

General Warranty

LF Illumination warrants to the customer for resale only ("Customer") that LF Illumination will be free from defects in materials and workmanship for one year from the date of shipment of the products to the customer.

Special Warranty for LED Luminaires

For LF Illumination LED luminaires, see LED warranty special section.

Exclusions from Warranty

Notwithstanding the foregoing, LF Illumination makes no warranties with respect to: (a) any product which has been repaired or altered outside of LF Illumination's factory; (b) any product which has, in LF Illumination's judgment, been subject neglect, abuse, misuse, accident (including shipping damage) or improper storage; (c) any product which has not, in LF Illumination's judgment, been installed, used or maintained in accordance with any applicable recommendations and specifications of LF Illumination (or, in the absence of applicable recommendations and specifications, in accordance with normal practice); (d) any product the failure of which is due to any cause other than a defect in the material or workmanship of the product itself, or (e) any product not manufactured by LF Illumination which has been installed and used in conjunction with LF Illumination's products. (Ballasts, controls, and lamps are not manufactured by LF Illumination and LF Illumination's warranty does not apply to any of these items nor does it apply to any other component part of accessory manufactured by another manufacturer. Any warranty regarding any such component part of accessory is made by the manufacturer of the component or accessory, and the customer shall direct all claims to such manufacturer). LF Illumination makes no warranties to those defined as consumers in the Magnuson-Moss Federal Trade Commission Improvement Act.

Warranty Obligations

If LF illumination products fail to meet the one year warranty (or LED Components fail to meet the five year warranty), LF Illumination shall correct the defect by shipping to the Customer, at LF Illumination's option, either necessary repaired or replacement parts without charge to the Customer, provided that the Customer gives LF Illumination written notice of any product defect within thirty (30) days after discovery of the defect and, if requested by LF Illumination, promptly arranges to make the defective products available to LF Illumination for investigation and correction. No products may be returned to LF Illumination until LF Illumination issues a return Material Authorization to the Customer.

Exclusive Remedy

The foregoing limited warranty provides the sole and exclusive remedy of the Customer against LF Illumination relating to LF Illumination's products, whether the claim is made in contract, warranty, tort (including negligence), strict liability or otherwise.

Limitation of Liability

IN NO EVENT SHALL LF ILLUMINATION BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, LABOR CHARGES, LOST PROFITS OR REVENUES, AND DAMAGE TO ANY RELATED EQUIPMENT, SYSTEM OR FACILITY OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED. The total liability of LF Illumination on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with the foregoing limited warranty or from the manufacture, sale, delivery, use maintenance, repair, modification or replacement of any products, or the furnishing of any services, shall in no event exceed the purchase price allocable to the specific product which gives rise to the claim. This clause shall survive failure of any exclusive remedy.

LF ILLUMINATION LIMITED LED WARRANTY

LF ILLUMINATION (Seller) warrants the LED electronics of the properly installed interior lighting products as listed below free from defects in normal use for a period five (5) years from the date of shipment. This warranty is extended only to the original purchaser of these products. LF will replace or repair at its option, any product that is returned that it determines is defective. This limited warranty does not include installation or removal.

Defects do not include improper installation or operation of these products. This includes alterations, power surges, voltage irregularities, and overheating due to external situations. To warranty and receive credit for anything that is deemed to be defective, all products must undergo quality inspection prior to determining replacement of warranty. Proper testing of product can take up to three (3) weeks before determination can be made.

THIS EXPRESS WARRANTY STATES THE FULL AND ONLY COMPLETE OBLIGATION OF LF ILLUMINATION. THIS WARRANTY IS EXCLUSIVE OF ALL OTHER STATUTORY BY OPERATION OF LAW, OR COURSE OF PERFORMANCE ARE GIVEN.

THE ABOVE EXPRESS WARRANTY STATES THE FULL AND COMPLETE OBLIGATION OF LF ILLUMINATION. IMPLIED WARRANTIES OF FITNESS, FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESSED WARRANTY. THIS COMPANY WILL NOT ACCEPT LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES WHETHER ARISING OUT OF CONTRACT, TORT, OR STRICT LIABILITY.

THERE IS NO LABOR REIMBURSEMENT AT ANY TIME.